

Exhibit 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
CITILAND LIMITED,

Index No. 09-CV-3797 (ADS)(ARL)

-against-

Plaintiff,

ANSWER

Defendant, INTERNATIONAL TOBACCO PARTNERS, LTD. ("ITP"), by its
undersigned attorney, MICHAEL W. HOLLAND, ESO, upon information and belief, as its
Answer to the Complaint interposed by the Plaintiff, CITILAND LIMITED ("CITILAND"),
alleges as follows:

FIRST: Denies having any knowledge or information sufficient to form a belief
as to the allegations set forth in paragraphs of the Complaint designated as: "9", "11", "14", "15",
"18", "20", "21" and "24".

SECOND: Denies each and every allegation set forth in paragraphs of the
Complaint designated as: "5", "6", "7", "8", "10", "13", "14", "16", "19", "22", "25", "26" and
"27".

THIRD: Repeats, reiterates and realleges each and every admission and denial
set forth in this Answer as to the allegations set forth in the paragraphs of the Complaint
designated as "12", "17" and "23".

judgment dismissing the Complaint interposed by the Plaintiff, together with the costs and the

WHEREFORE, the Defendant respectfully requests that this Court issue a

“Agreement”.

Plaintiff’s Complaint and characterized in the Complaint by the Plaintiff as being the

agreement between the parties as is alleged by the Plaintiff in various paragraphs of the

SIXTH: The Plaintiff and the Defendant have never entered into a written

AFFIRMATIVE DEFENSE
AS AND FOR A SECOND

Letter Agreement. A copy of the Letter Agreement is annexed hereto as Exhibit “I”.

Plaintiff’s Complaint as these claims must be submitted to arbitration pursuant to the terms of the

FIFTH: This Court does not have jurisdiction over the claims set forth in

arbitrator mutually agreed upon . . .”.

construction, meaning or effect of this Agreement or any part thereof shall be settled by a single

agreed that “any dispute, difference or question arising between the parties concerning the

Agreement” dated on the 21st day of November, 2000 wherein the Plaintiff and the Defendant

INTERNATIONAL TOBACCO PARTNERS, LLC, entered into a letter agreement (the “Letter

FOURTH: The Plaintiff and the Defendant’s predecessor in interest,

AFFIRMATIVE DEFENSE
AS AND FOR A FIRST

TO: SEYFARTH SHAW LLP

Attnomey for Plaintiff

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New York, New York 10018-1405

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Williston Park, New York 11596

(516)

248-2655

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421 Willis Avenue

Office and P.O. Address

Attnomey for Defendant

Williston Park, New York 11596

(516)

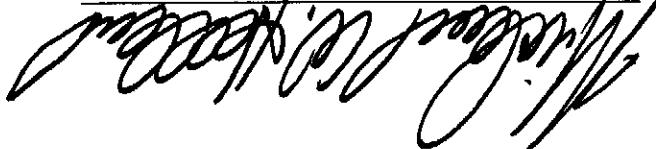
Office and P.O. Address

Attnomey for Defendant

Williston Park, New York 11596

(516)

MICHAEL W. HOLLAND (MWH6605)



Dated: Williston Park, NY
January 22, 2010

fees to the Defendant.

disbursements of the Defendant in this action and together with an award of reasonable attorneys